

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 20, 2020



Location:

**Frontier Community College
2 Frontier Drive
Fairfield, IL 62837**

<https://zoom.us/j/93628053192>

Meeting ID: 936 2805 3192

Call in number: 1 312 626 6799

**Dinner – 6:00 p.m. – Bob Boyles Hall
Meeting – 7:00 p.m. – Bob Boyles Hall**

The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

**Illinois Eastern Community Colleges
Board Agenda**

October 20, 2020

7:00 p.m.

Frontier Community College

Bob Boyles Hall

1. Call to Order & Roll CallChairman Fischer
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. Policy 500.11 Family Educational Rights and Privacy (FERPA)
7. Policy Second ReadingGower
 - A. None
8. Staff Recommendations for Approval
 - A. Resolution providing for the issue of Taxable General Obligation Community College Bonds, Series 2020D, of the District, for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereofGower
 - B. Biennial Review Report/Drug Free SchoolsGower
 - C. 2021 RAMP SubmissionGower
 - D. Online Tuition and Tuition Payment Plans PartnerGower
 - E. Audit Request for ProposalsGower
 - F. Rebuild Illinois CDB ProjectGower
 - G. Carle/RMH Facility Use AgreementGower
 - H. Ruffalo Noel Levitz ContractGower

9. Bid Committee Report.....Gower
OCC Nursing Phantom Manikin
10. District Finance
A. Financial Report Hawkins
B. Approval of Financial Obligations Hawkins
11. Chancellor’s Report.....Gower
12. Executive Session.....Gower
13. Approval of Executive Session MinutesGower
None.
14. Approval of Personnel ReportGower
15. Collective Bargaining.....Gower
16. LitigationGower
17. Other Items
18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held at Bob Boyles Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, October 20, 2020.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

Roll Call: The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks (via Zoom), Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Jan Ridgely, Barbara Shimer (via Zoom). Also present was Sutton Dunn, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

Note: Trustees John D. Brooks and Barbara Shimer joined the entire meeting by electronic means – Zoom.

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Roger Eddy, Interim President of Lincoln Trail College. (via Zoom)

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Board Secretary.

Michael Thomas, Dean of Workforce Education. (via Zoom)

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held September 15, 2020 were presented for disposition.

Board Action to Approve Minutes: Trustee Jan Ridgely made a motion to approve minutes of the foregoing meeting as prepared. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – “Recognition of Visitors & Guests” –

#3-A. Visitors & Guests: Visitors and guests present were recognized, including college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Reading (and Possible Approval)” –

AGENDA #6-A. Policy 500.11 Family Educational Rights and Privacy (FERPA): Revisions to the current Family Educational Rights and Privacy policy were recommended. The policy addresses student records and information; especially as related to the District’s obligation to release certain information, when a formal request is made by military recruiters.

The Chancellor recommended approval of the following Policy.

STUDENT - 500

Family Educational Rights and Privacy (500.11)

Date Adopted: December 13, 1994

Revised: May 6, 2003

Revised: June 20, 2017

Revised: April 17, 2018

Revised: October 20, 2020 (Pending Board Approval)

A. Purpose

Illinois Eastern Community Colleges (IECC) respects the rights of students and their education records regarding privacy, confidentiality, inspection and review, amendment, and disclosure. The intent of this policy is to be in accordance with the Family Educational Rights and Privacy Act of 1974,

20 U.S.C. § 1232g, 34 CFR Part 99 (collectively, “FERPA”), and other existing requirements, and to ensure that every endeavor is made to keep the student's records confidential and out of the hands of those who would use them for other than legitimate purposes.

B. Definitions

1. *Eligible student:* A student who has reached 18 years of age or is attending a post-secondary institution.
2. *Education record:* Any record directly related to a student and maintained by IECC or by a party acting for IECC. The following documents **are not** considered education records:
 - a) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker;

- b) Employment records of individuals employed by the colleges other than as student employees
 - c) Records created or received by IECC after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
3. *Record*: Information recorded in any medium, including, but not limited to, handwritten, printed, computer media, video or audio tape, film, microfilm, and microfiche.
4. *Directory information*: Information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. IECC has designated the following as directory information:
- a) Name
 - b) Current/permanent address
 - c) Telephone number
 - d) Email address
 - e) Date of birth
 - f) Current term hours carried
 - g) Major field of study
 - h) Classification (freshman, sophomore, continuing)
 - i) Academic unit
 - j) Dates of attendance/anticipated graduation date
 - k) Degrees and honors earned and dates (including commencement)
 - l) Most recent previous educational agency or institution attended prior to IECC
 - m) Participation in officially recognized activity or sport (including weight/height for athletes)
 - n) Picture
5. *Personally identifiable information*: Information contained in an education record of a student which can be used to distinguish or trace an individual's identity. The following are considered personally identifiable, confidential, and **are NOT** directory information. (This is representative in nature and not all-inclusive):
- a) Social security number
 - b) Student ID number
 - c) Race, ethnicity, nationality
 - d) Gender
 - e) GPA
 - f) Parent information
6. *School officials*: Includes faculty, staff, and administrative personnel employed by IECC. A school official can also be an individual employed by an educational agency that is performing institutional services or functions on behalf of IECC.
7. *Legitimate educational interest*: Generally, a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility. Legitimate educational interest will be reviewed by appropriate Student Services staff on a case by-case basis.

C. Rights of Students

1. Inspect and review education records: A student may inspect and review his/her education record by completing an Education Record Request Form available from Student Services at the college of attendance.

The appropriate Student Services personnel will comply with this request within 45 days, but generally will not exceed seven working days after the request has been made. Records requested and approved for release may be inspected at the college during normal office hours, Monday through Friday, except on designated holidays or otherwise posted at the college.

Except as limited under 34 CFR part 99.12, IECC may not deny access to education records without providing a description of the circumstances in which the college feels it has a legitimate cause to do so. A legitimate cause to deny requests for a copy of such records includes, but is not limited to, students owing fees or having other indebtedness to the college.

Copies of education records can be obtained at a cost of 25 cents per page plus postage, if applicable. To obtain a copy of an IECC transcript, a student must follow the appropriate procedure and pay the transcript fee as outlined in the IECC catalog.

2. Request amendment of education records: A student who believes that information contained in his/her education record is inaccurate, misleading, or violates his/her privacy or other rights, may request amendment of the education record under 34 CFR Part 99.20 by applying in writing to

the college's Records Office. The student must clearly identify the specific part of the record to be amended and explain why the record should be amended. The college shall decide whether to amend the records of the student, in accordance with the request, within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student, in accordance with the request, it shall inform the student of the refusal and advise the student of the right to a hearing under 34 CFR Part 99.21. In the event the college determines insufficient cause to warrant an amendment to the record, the student has the right to add a statement to the record commenting on the contested information or stating why he/she disagrees with the decision. Future disclosures that would include this education record must include the student's statement.

3. Request the release of information: As a general principle, personally identifiable information will not be released to anyone. However, a student has a right to request and consent to the release of his/her information to others. A power of attorney will be treated in the same manner as would the student. A copy of the Release of Information form can be obtained and completed at the college of attendance in the Student Services Office.

~~NOTE:~~ a) Under 34 CFR Part 99.31, authorization is given for the release of personally identifiable information contained in education records, without the student's consent, in the following instances:

- a) * To IECC school officials who have a legitimate educational interest. NOTE: Once records have been disclosed to school officials, as defined by Board Policy, disclosure of that information to another entity or individual is prohibited;
- b) * To appropriate parties in health or safety emergencies when knowledge of the information is necessary to protect the health or safety of the student or individuals within the campus community;
- e) * To certain federal, state, and local educational authorities for audit or evaluation purposes, outlined in 34 CFR Part 99.35;
- d) * To accrediting organizations to carry out their accrediting functions;

- e) To state and local authorities, within a juvenile justice system, pursuant to specific state law;
- f) To organizations conducting studies for, or on behalf of IECC, to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction;
- g) In compliance with judicial order or lawfully issued subpoena;
- h) IECC officials may disclose the final results of a Title IX disciplinary proceeding as set forth by Board Policy 100.31;
- i) To parents of students under 21 years of age regarding the student's violation of any Federal, State, or local law, or of any rule or policy of IECC, governing the use or possession of alcohol or a controlled substance;
- j) Information concerning registered sex offenders may be released in a manner consistent with federal and state regulations.

IECC will maintain a record of each request for access to any of these disclosures as required by 34 CFR Part 99.32 and a student may inspect and review that record.

b) Under the Solomon Amendment (10 U.S.C. § 983), Military Recruiters are allowed access to some address, biographical, and academic information (limited to "Student Recruiting Information" as defined in the law) on students age 17 and older.

4. Restrict directory information: Directory information may be released from a student's education record upon the request of an outside party, without prior written consent of the student. IECC takes its responsibility to safeguard the privacy of all students very seriously; therefore, all requests by outside parties for student directory information will be considered on an individual basis. As a condition for releasing directory information without permission, public notice is given annually to all students.

Students wishing to restrict release of Directory Information must file the Directory Information Restriction Notification form with Student Records.

5. File a complaint: If a student believes his/her rights have been violated, he/she may file a complaint with the college president or his/her designee. A student may also file a written complaint with the Family Policy Compliance Office at the address listed below:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW.
Washington, DC 20202-5920

D. Dissemination

All employees are provided a copy of this policy. Faculty and applicable staff are trained on FERPA. Students are made aware of and educated on this policy through freshman orientation, the college catalog, IECC's website, and in handouts distributed by the college's Records Office. Annually, notification of students' rights under FERPA is provided to current students and employees via their IECC email addresses. A copy of this policy will be made available on request to any student.

Board Action: Trustee Al Henager made a motion to waive second reading and approve the foregoing revisions to the Policy 500.11 Family Educational Rights and Privacy (FERPA). Student Trustee Sutton Dunn

seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7– “Policy Second Readings” – None.

AGENDA #8 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#8-A. Resolution providing for the issue of Taxable General Obligation Community College Bonds, Series 2020D, of the District, for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof: The Chancellor recommended approval to authorize issuance of \$2,325,000 in Taxable General Obligation Community College Bonds for the purpose of paying claims against the District.

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on the 20th day of October, 2020.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely and Sutton Dunn (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item for consideration was the issuance of \$2,325,000 general obligation bonds to be issued by the District pursuant to Article 3A of the Public Community College Act for the purpose of paying claims against the District, and that the Board of Trustees would consider the adoption of a resolution providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Chairman also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), has by resolution (the “*Intent Resolution*”) declared its intention to, pursuant to Article 3A of the Public Community College Act of the State of Illinois, as amended (the “*Act*”), issue funding bonds of the District in the aggregate principal amount of \$2,500,000 as therein provided for the purpose of paying outstanding and unpaid claims against the District, in particular, the District’s outstanding Taxable General Obligation Community College Bonds (Alternate Revenue Source), Series 2020C (the “*Claims*”); and

WHEREAS, pursuant to and in accordance with the provisions of said Article of the Act and the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended, notice of intention to issue said bonds was published in the *Hometown Register*, the same being a newspaper having general circulation within the District, an affidavit evidencing the publication of such notice of intention, together with a newspaper clipping of such notice as published attached thereto, having heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, at least thirty (30) days have expired since the date of the publishing of such notice of intention to issue said bonds, and no petition with the requisite number of valid signatures

thereon has been filed with the Secretary of the Board requesting that the proposition to issue said bonds be submitted to the legal voters of the District; and

WHEREAS, the Claims are in not less than the aggregate amount of \$2,500,000, all as identified and set forth in detail in the Intent Resolution heretofore duly adopted by the Board; and

WHEREAS, there are no funds on hand and available to apply toward the payment of any part of the Claims in the aggregate amount of \$2,500,000; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue said bonds in the aggregate amount of \$2,500,000 for the purpose of paying the Claims; and

WHEREAS, the Board deems it advisable, necessary and for the best interests of the District that \$2,325,000 of said bonds be issued at this time; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 18th day of August, 2020, executed an Order calling a public hearing (the "*Hearing*") for the 15th day of September, 2020, concerning the intent of the Board to sell said bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Hometown Register*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 96-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 15th day of September, 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 15th day of September, 2020; and

WHEREAS, it is necessary and in the best interests of the District that the District's outstanding Claims be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Claims on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Claims:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$2,500,000 upon the credit of the District and as evidence of such indebtedness to issue the bonds of the District in said amount, the proceeds of said bonds to be used for paying the Claims, and it is necessary and for the best interests of the District that there be issued at this time \$2,325,000 of said bonds.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$2,325,000 for the purpose aforesaid; and that bonds of the District (the "Bonds") shall be issued in said amount and shall be designated "Taxable General Obligation Community College Bonds, Series 2020D." The Bonds shall be dated November 12, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2022	\$325,000	2.03%
2023	500,000	2.50%
2024	700,000	2.75%
2025	700,000	2.75%
2026	100,000	2.75%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2021. Interest on each Bond shall be paid by check or draft of the Treasurer of the Board (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer of the Board, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. The District shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Resolution to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each

maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [7] through [10] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
State of Illinois**

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,
Lawrence, Wabash, Wayne and White**

Community College District no. 529

Taxable General Obligation Community College Bond, Series 2020D

See Reverse Side for
Additional Provisions

Interest
Rate: _____%

Maturity
Date: December 1, 20__

Dated
Date: November 12, 2020

Registered Owner: Working Cash Fund of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2021, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the Board, as bond

registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] This Bond does not pay interest until a date that is more than one year after November 12, 2020, the date of issue, and is therefore issued with original issue discount. The amount of original issue discount is equal to the total principal of and interest on the Bond

(\$_____) less the purchase price of the Bond (\$_____) or \$_____. The yield to maturity on the Bonds is _____%.

[6] IN WITNESS WHEREOF, said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Bond to be signed

by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

Chairman, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: November 12, 2020

CERTIFICATE

OF

AUTHENTICATION

Bond Registrar and Paying Agent:

Treasurer, Board of Trustees

Community College District No. 529,
Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards, Hamilton,
Jasper, Lawrence, Wabash, Wayne and
White and State of Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

TREASURER, BOARD OF TRUSTEES,
as Bond Registrar

By SPECIMEN

Treasurer, Board of Trustees

[Form of Bond - Reverse Side]
Community College District No. 529

**Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper,
Lawrence, Wabash, Wayne and White and State of Illinois**

Taxable General Obligation Community College Bond, Series 2020D

[7] This Bond is one of a series of bonds issued by the District to pay claims against the District, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by said Board of Trustees by resolutions duly and properly adopted for that purpose, in all respects as provided by law.

[8] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Olney, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the denomination of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[10] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Sale of Bonds. Pursuant to the Investment of Municipal Funds Act of the State of Illinois, as amended, the District is authorized to use the money in its funds to purchase bonds issued by the District. In view of the balances in the District's Working Cash Fund (the "*Fund*"), there is no need for current funds in the Fund in the amount of the purchase price of the Bonds, the same being the par amount of the Bonds. The Fund may prudently be invested for the term of the Bonds, and, as such, the Fund is the purchaser of the Bonds (the "*Purchaser*").

The Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be

by said Treasurer delivered to the Purchaser, upon receipt of the purchase price therefor, the same being \$2,395,729; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The execution and delivery of any Term Sheet relating to the Bonds (the "*Term Sheet*") is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, the Term Sheet and the Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2020	\$ 93,706.26 for interest up to and including June 1, 2022
2021	\$382,048.75 for interest and principal
2022	\$547,500.00 for interest and principal
2023	\$731,625.00 for interest and principal
2024	\$712,375.00 for interest and principal
2025	\$101,375.00 for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 8. Filing of Resolution. Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”), and it shall be the duty of the County Clerks to annually in and for each of the years 2020 to 2025, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax

books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2020D” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer of the Board.

Section 9. Use of Bond Proceeds. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. The principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying and canceling the Claims, and that portion thereof not needed to pay such costs shall be used solely and only to pay and cancel the Claims by depositing with Heartland Bank and Trust Company, Normal, Illinois, as paying agent for the Claims. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the placement agent for the Bonds on behalf of the District from the proceeds of the Bonds.

Section 10. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 11. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman and Secretary of the Board are authorized to execute the Bond Registrar’s standard form of

agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 12. Call of the Claims. In accordance with the redemption provisions of the resolution authorizing the issuance of the Claims, the District by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) all of the outstanding Claims for redemption on November 15, 2020. The bond registrar for the Claims is hereby authorized and directed to give timely notice of the call for redemption of the Claims. The form and time of the giving of such notice regarding the redemption of the Claims shall be as specified in the resolution authorizing the issuance of the Claims.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 14. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted October 20, 2020.

Chairman, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: G. Andrew Fischer, Brenda Culver, John D. Brooks, Barbara Shimer, Gary Carter, Alan Henager and Jan Ridgely.

The following Trustees voted NAY: _____

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)

) SS

COUNTY OF RICHLAND)

Certification of Minutes and Resolution

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*Board*”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of October, 2020, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 20th day of October,
2020.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Richland, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Richland, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLARK)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clark, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Clark, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CLAY)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Clay, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Clay, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF CRAWFORD)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Crawford, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Crawford, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF EDWARDS)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Edwards, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Edwards, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF HAMILTON)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Hamilton, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Hamilton, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF JASPER)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Jasper, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Jasper, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAWRENCE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lawrence, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Lawrence, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WABASH)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wabash, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Wabash, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WAYNE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Wayne, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Wayne, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WHITE)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of White, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of White, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do further certify that on the 20th day of October, 2020, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against said Community College District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board on the 20th day of October, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 20th day of October, 2020.

Treasurer, Board of Trustees

Board Action: Trustee Brenda Culver made a motion to approve the Resolution providing for the issue of Taxable General Obligation Community College Bonds, Series 2020D, of the District, for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof as recommended. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Biennial Review Report/Drug Free Schools: The District is required to report every two years on compliance to specified requirements set by the U.S. Department of Education. The report certifies that requirements have been met for the creation of programs that IECC has adopted and implemented to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. The Chancellor recommended the Board accept The Drug Free Schools and Communities Act Biennial Review report and authorize its submission to the U.S. Department of Education.

Board Action: Trustee Brenda Culver made a motion to approve the Biennial Review Report/ Drug Free Schools as recommended and approved the submission of the report to the United States Department of Education. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. 2022 RAMP Submission: The Chancellor recommended approval of the Fiscal Year 2022 RAMP Submission application for capital renovation projects to be completed throughout the District. The district wide project application was developed to meet compliance requirements of the Americans with Disabilities Act (ADA). Upon approval the application would be submitted to the Illinois Community College Board for consideration in future capital funding.

Board Action: Trustee Gary Carter made a motion to approve the Fiscal Year 2022 RAMP application as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried

#8-D. Online Tuition and Tuition Payment Plans Partner: The Chancellor presented and recommended the following agreement with Nelnet to act as the District's tuition payment software system. The partnership goal with Nelnet is to ease the tuition payment process.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between **Illinois Eastern Community Colleges** (“Institution”) and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) and its affiliates (“Company”) is entered into as of the last signature date affixed hereto (“Effective Date”) and shall be as follows:

1. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by the Institution (Attachments A and B). These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.
2. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment C). At any time, a completed Order Form for a service will be sufficient to incorporate that service into this Agreement under the service’s most current Terms and Conditions (to be provided along with the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.
3. **COOPERATIVE PURCHASING AGREEMENT:** Other public or private bodies, specifically any campus(es) or institution(s) of higher education, or any Institution related foundation and affiliated corporation(s), may wish to also participate under the same terms and conditions contained in this agreement. Cooperative purchasing participation is strictly voluntary. If the Agreement does not specifically list additional entities, each entity wishing to participate (“participating entity”) must have prior authorization from the Company. If authorized by the Company, the resultant contract will be extended to the participating entity to purchase goods and services in accordance with Agreement terms, and its obligations will be between the participating entity and the Company, with the Institution incurring no obligation as a result thereof. The Institution will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Company to extend the contract. It is understood and agreed that the Institution is not responsible for the acts or omissions of any participating entity.

As a separate contractual relationship, the participating entity will place its own orders directly with the Company and will fully and independently administer its use of the contract to include contractual disputes, invoicing, and payments without direct administration from the Institution. The Institution will not be held responsible for any orders placed, deliveries made, or payment for services ordered by the participating entity. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for participating entities under the terms and conditions of this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Company may elect to modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Company. Pricing for products and services to be contracted will be negotiated directly between the Company and the participating entity, independent of the Institution-specific pricing outlined in Attachment C of this Agreement.

4. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.
5. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set

exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (*e.g.*, physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution's privilege to originate ACH transactions. The Company assumes the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.

6. **CARD PAYMENT PROCESSING:** The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law.
7. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.
8. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.
9. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party. In the event that either party is required to disclose confidential information about the other party pursuant to a judicial or government order, such party will promptly notify the other party to allow intervention in response to such order.
10. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations; however, the Institution's sole remedy for noncompliance following a 15-day cure period is termination of this Agreement.
11. **INDEMNIFICATION:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective Board of Trustees, officers, directors, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by any of the Indemnified Parties arising out of, in connection with or resulting from any claim or allegation arising from negligent or intentional conduct by the Indemnifying Party in the performance of this Agreement.
12. **FORCE MAJEURE:** The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
13. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION, THE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO

EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE PAST SIX (6) MONTHS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution.
16. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the last date of signature. The termination date of this Agreement will be five (5) years from the Effective Date ("Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term"). Following the Initial Term, either party may cancel the Agreement, in writing, one hundred twenty (120) days in advance of the scheduled termination or renewal date. While this Agreement is in effect, the Institution agrees not to contract with any other provider of similar services that the Institution has requested from the Company pursuant to an Order Form.
17. **DEFAULT:**
 - a. **Payment:** If the Institution fails to pay for services within thirty (30) days of an original invoice date (if applicable), delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of the original invoice date, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement.
 - b. **Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.
18. **RELATIONSHIP:** Nothing contained herein is intended to create the relationship of a partnership, joint venture, or employer-employee. In performing this Agreement, the Company and its subcontractors will act as independent contractors and not as employees or representatives of the Institution. The Company will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes and will hold the Institution harmless on account thereof.
19. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a valid and enforceable substitute provision.
20. **HEADINGS:** The paragraph headings of this Agreement are for reference only and are not to be construed as terms.

21. **WAIVER:** Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.
22. **ENTIRE AGREEMENT:** This Agreement, together with all attachments, including but not limited to service-specific Terms and Conditions, addenda, if any, and Order Forms, represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.
23. **BRANDING AND INTELLECTUAL PROPERTY:** Each party will retain its ownership and intellectual property rights with regard to its copyrights, trademarks, service marks, registered marks, patents, pending patents, trade secrets, and any other forms of intellectual property. Neither party will have any ownership interest in the intellectual property of the other party. In no way limiting the foregoing, Company grants Institution permission to display its logo during the term of this Agreement provided that the Institution agrees to use the most current logo supplied by the Company and to display such logo on its website in a position where users will reasonably be able to find it and use it to link to the Company's website.

Corporate Headquarters:

Nelnet Business Solutions, Inc.
 121 South 13th Street, Suite 201
 Lincoln, NE 68508
 866.315.1263

DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
 402.325.7241

Board Action: Trustee Al Henager made a motion to approve the agreement with Nelnet as presented and recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: Brenda Culver. Trustees absent: None. The motion having received 6 yea votes and 1 nay votes, the Chair declared the motion carried.

#8-E. Audit Request for Proposals: The Chairman removed this item from consideration.

#8-F. Rebuild Illinois CDB Project: Chancellor Ryan Gower recommended approval of the following trust agreements with First National Bank for funding the District's required match for two projects funded through the Illinois Capital Development Board.

TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community College whose address is _____ (*college address*) _____ hereinafter called the Using Educational Agency, and a Bank _____ (*Bank name*) _____ whose address is _____ (*Bank address*) _____ hereinafter called Bank.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-042-010)*, in the amount of seven hundred sixty-nine thousand one hundred dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling seven hundred sixty-nine thousand one hundred dollars (\$769,100).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".
7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.
8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall

be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

TRUST AGREEMENT

This Agreement is made and entered into by and between Illinois Eastern Community College whose address is _____ (*college address*) _____ hereinafter called the Using Educational Agency, and a Bank _____ (*Bank name*) _____ whose address is _____ (*Bank address*) _____ hereinafter called Bank.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-040-007)*, in the amount of two million seven hundred ninety thousand dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling two million seven hundred ninety thousand dollars (\$2,790,000).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".
7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.
8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A "safekeeping receipt" for such deposits shall

be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

Board Action: Trustee Jan Ridgely made a motion to approve the Trust Agreements with First National Bank in Olney, to direct the First National Bank in Olney to invest in its own bank deposits, at a minimum rate of return of 1.25% and proposed fee of \$3,000, and to authorize the local funding of \$3,559,100 be transferred for the District’s two capital projects. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried

#8-G. Carle Richland Memorial Hospital Facility Use Agreement: Chancellor Ryan Gower recommended approval of the following agreement between IECC and Carle Richland Memorial Hospital. The agreement will allow IECC/OCC Associate in Applied Science Radiography students to use new modern energized radiography equipment in the Carle Richland Memorial Hospital facility laboratory setting.

Facility Use Agreement

This Facility Use Agreement (“**Agreement**”) is made and entered into on the date of the last signature below, (the “**Effective Date**”) by and between Illinois Eastern Community Colleges – Olney Central College (“**Licensee**”) and Carle Richland Memorial Hospital (“**Carle**”). Unless the

context of the sentence would provide a different interpretation, Carle and Licensee may be collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, Carle is a not-for-profit whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

WHEREAS, Licensee is a local community college in Olney, Illinois, that offers training in various programs, including a degree in radiography (X-Ray);

WHEREAS, Licensee is desirous of utilizing a compliant radiology room with active equipment for the purposes of completing simulations by Licensee’s students (“Students”);

WHEREAS, Carle owns and operates a certain healthcare facility that contains a radiology department with appropriate equipment to complete such simulations;

WHEREAS, in furtherance of Carle’s mission and values, Carle desires to permit Licensee to use and Licensee agrees to use such Lease Space (as defined below) for furtherance of the training of its Students in accordance with the terms and conditions herein;

NOW, THEREFORE, In consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Leased Space.** Carle hereby grants permission to Licensee to use certain rooms/area located at Carle Olney Primary Care Clinic located at 363 N. West Street Olney, Illinois (“**Facility**”), specifically radiology department and a small storage area as designated by Carle from time to time to hold simulation equipment (“**Leased Space**”) for the following event (“**Event**”):

Event Description: Licensee to host simulation lab classes utilizing Carle’s radiology equipment for its Students

Blocks of Time: On a schedule mutually agreeable by the Parties. As of the Effective Date, the intended use is two (2) days per week for a period of up to seven (7) hours.

Event shall only occur during Carle’s normal business hours.

During the Event, Carle shall provide use of certain common areas at the Facility such as restroom, access ways to enter into the Leased Space and parking spaces for Licensee and its agents, representatives, and invitees. Carle reserves the right at any time to cancel or suspend the Event if Carle has a clinical emergency and needs to utilize the Leased Space for patient care needs.

2. **No Fee.** Neither Carle nor Licensee shall be compensated by the other as a result of this Agreement.
3. **Use of Facility/Leased Space.**
 - a. Licensee warrants and represents that the Event shall be orderly and well-governed and that no indecent, immoral and/or illegal activities will be permitted.
 - b. Licensee shall be responsible, at Licensee’s sole cost and expense, to provide any and all (a) personnel required to run the Event; and (b) equipment and supplies for the Event.
 - c. The Facility and Leased Space is provided ‘as is’ and ‘with all faults’. Carle makes no representation or warranty of any kind, express or implied, with respect to the condition of the Facility, including habitability, fitness or suitability for a particular purposes.

- d. Licensee shall be responsible for all set-up and clean-up of the Event and the preservation of the Leased Space. Licensee shall not be permitted to drive any nails, hooks, tacks, screws, poles, stakes, or other form of fasteners into any part of the Leased Space or Facility without express written consent from Carle. Licensee shall leave the Leased Space in the same condition as given to Licensee. Licensee shall not be permitted to remove or relocate any of Carle's equipment, tools or furnishings without the prior approval of Carle.
 - e. Licensee and/or its representatives, invitees, Students agents and any third party vendors shall not be permitted access to the Facility and/or Leased Space for the Event outside of the Blocks of Time set forth herein.
 - f. Licensee agrees to abide by Carle's policies and procedures for the Facility and Leased Space, including, without limitation, no use of alcohol, tobacco, or any illegal substances in the Facility or Leased Space; and compliance with personal protection equipment requirements.
 - g. Carle reserves the right to deny access to the Facility of a representative, agent, invitee, Students and/or third party vendor of Licensee who is not following Carle policies and procedures or in the interest of patient or staff safety.
 - h. Licensee will ensure that each Student and faculty member on-site for the Event completes a criminal background check, the standard immunizations (including Varicella, Tdap, TB and Hep B) and required safety and compliance training as assigned by Carle prior to entering the Facility and shall otherwise meet all health standards required by Licensee and Carle. The immunization and background check must be available and provided to Carle upon request.
 - i. The faculty and each Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while at Carle.
4. Compliance. Licensee shall utilize the Leased Space and Facility consistent with this Agreement, and all laws, codes, ordinances, statutes, regulations, rules or orders of any governmental authority, including but not limited to laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Licensee shall be responsible for securing any and all required permits and licenses necessary for the Event.
 5. Insurance. Licensee shall procure and maintain, at Licensee own and sole expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, two million (\$2,000,000) annual aggregate for any damage, destruction, injuries or death or any other liabilities which might occur in connection with the Event or use of Carle's Facility or the Leased Space by Licensee and/or Licensee's representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event and covering any equipment that is stored at Carle's Facility. Licensee shall name Carle as an additional insured. Moreover, Licensee shall also maintain worker's compensation insurance in such amounts as required by Illinois law. Prior to the first Event and at any time upon request, Licensee shall furnish to Carle with satisfactory evidence of such insurance coverage for the duration of the Event and Licensee shall notify Carle of any cancellation and/or changes in such insurance coverage.
 6. Indemnification. Licensee agrees to indemnify, defend, and hold harmless Carle, its Board, officers, employees, principals, members, employees, representatives, agents, invitees, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, is suffered or incurred arising from Licensee or its representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event acts or omissions or the breach of any obligations or representations or warranties made herein during the Event, which includes, without limitation, the Event itself and any rehearsal, set-up or clean-up of such Event. The foregoing indemnification shall survive any termination or the expiration of this Agreement.
 7. Damage/Repairs. Licensee shall report any personal injuries and/or property damage arising at any time during the Event in writing as soon as is practical. By signing this Agreement, Licensee does

hereby agree to be responsible for the costs of repair or replacement of any property damaged or destroyed as a result of the action of any Licensee, its representatives, agents, invitees, Students or third party vendors.

8. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
9. Amendment/Assignment. This Agreement may be amended only by an instrument in writing signed by the Parties hereto. Neither Party may assign this Agreement, nor any portion of it without the prior written consent of the other Party. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and permitted assigns of the Parties.
10. Authority. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.
11. Entire Agreement. This Agreement and the Attachments (as defined herein) supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and Licensee shall neither be entitled to benefits other than those herein specifically enumerated.
12. Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice:

CARLE:

Carle Richland Memorial Hospital
800 E. Locust Street
Olney, IL 62450
Attn: CEO – Carle Richland

LICENSEE:

Dr. Andrew Fischer
233 E. Chestnut Street
Olney, IL 62450
Attn: Sheryl Childers

Copy To:

The Carle Foundation
611 W. Park Street
Urbana, IL 61801
Attn: Legal Services

13. Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.

Board Action: Trustee Brenda Culver made a motion to approve the use of facility agreement with Carle Richland Memorial Hospital. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Ruffalo Noel Levitz Contract: Chancellor Ryan Gower recommended approval of the following service agreement with Ruffalo Noel Levitz, to improve the District’s enrollment and retention practices.

1 OVERVIEW

This Statement of Work (“**SOW**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”), to Illinois Eastern Community Colleges System Office (“**Client**”) (together referred to as the “**Parties**”) and is made pursuant to the September 14, 2020 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

2 TERM

- A. The term of this SOW starts on November 1, 2020 (“**Start Date**”) and ends on October 31, 2021 (“**End Date**”) (the “**Term**”).

3 SERVICES

During the Term, RNL will provide the following services (“**Services**”):

- A. Marketing and Recruitment Consulting (“**Consulting**”) with 7 (seven), two-day, on-site or remote visits, and up to 14 (fourteen) service days that may be comprised of a combination of report generation, analysis, and telephone support, including:
- i. Assistance with the Client’s development of an annual marketing and recruitment plan;
 - ii. Ongoing strategy development, action plan formation, and implementation assistance;
 - iii. Identification of custom enrollment strategies; and
 - iv. Staff training and development workshops, with the number and topics agreed to in writing by both parties in advance.
- B. Strategic Enrollment Planning Consulting (“**SEP Consulting**”) to develop a strategic enrollment plan. SEP Consulting includes up to 7 (seven) two-day, on-site or remote visits and up to 14 (fourteen) service days that may be comprised of a combination of report generation, analysis, and telephone support. The SEP Consulting includes:
- i. Preparation, including organization for SEP and identification of key performance indicators, and data analysis of Client-provided enrollment and market data and market research services data provided by RNL;
 - ii. Strategy development and prioritization of potential SEP initiatives, including consideration of return on investment for each potential initiative;
 - iii. Enrollment goal setting and plan finalization; and
 - iv. Advising on plan implementation and modification.
- C. An Enrollment Projection Model to assist Client in forecasting the impact of demographic changes on enrollment for new students, using demographic variables, Client data, and certain data supplied by RNL, including:

- i. Projections, by county in Client's primary and secondary markets, of the size of the new first-year student class based on Client's historical market share from each county;
 - ii. Projections for new adult students (undergraduate or graduate) based on the population of adults in the relevant age range in each county and the Client's historical market share from each county; and
 - iii. An Excel workbook with summary tables that show multi-year projections for new first-year students and new adult students to include:
 - a. Baseline with no change in market share;
 - b. "Best case" with increase in market share and likely trend in market size; and
 - c. "Worst case" with loss in market share and likely trend in market size.
- D. An Academic Program Environmental Scan to review available secondary data sources as well as institutional data to identify factors and trends that influence the demand for academic programs, including indirect measures of student interest as well as direct measures of employer demand, including:
- i. A conference call to discuss project objectives and timeline;
 - ii. Analysis of institutional data on enrollment funnel trends by program;
 - iii. Compiling of data on market share, degree trends, and employer hiring and occupational trends;
 - iv. Presentation of key findings on market trends in demand and market share via webinar/conference call; and
 - v. A final PowerPoint deck.
- E. All Services purchased must be consumed within the Term.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following ("**Client Responsibilities**"):
- i. Identification of a person who will serve as the client's on-site lead for the project.
 - ii. Timely coordination with RNL for implementation of Services.
 - iii. Client Materials necessary for the Services.
 - iv. A data file necessary for implementation of Services in the file format requested by RNL and in a timely manner.
 - a. If Client provides records in excess of the maximum and/or in a data file format other than RNL's requested format, the Client will have the option to either (1) incur an additional fee corresponding to the additional work required to utilize the data file, or (2) resend the data file as requested by RNL.

5 FEES & PAYMENT SCHEDULE

- A. Client shall pay RNL \$219,850 (two hundred nineteen thousand eight hundred fifty dollars) for Services.
- B. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
November 1, 2020	\$140,000
August 1, 2021	<u>\$79,850</u>
TOTAL:	\$219,850

- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

6 CLIENT INFORMATION

- A. Client primary contact for SOW:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

- B. Invoices shall be sent to the following address:

Name: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email: _____

Client may revise the above contact information at any time upon written notice to RNL.

7 GENERAL PROVISIONS

- A. **Amendments.** Any amendments to this SOW will require a change order (“CO”) signed by both Parties. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a CO or separate SOW.
- B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the “Service Conditions”) are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a

waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion. Notwithstanding any term in the Agreement to the contrary, this SOW may not be terminated without cause.

- C. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and invoices arising under them ("**Relevant Documents**") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.

Board Action: Trustee Gary Carter made a motion to approve the service agreement with Ruffalo Noel Levitz for enrollment management services. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – "Bid Committee Report" – Chancellor Ryan Gower reviewed the following Bid Committee report and recommended it be approved as presented.

TO: Board of Trustees
 FROM: Bid Committee
 DATE: October 20, 2020
 RE: Whole-Body Phantom Manikin for OCC Radiography

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends acceptance of the bid received from Supertech, Inc. for a total of \$26,100.

Company	Total Bid
Supertech, Inc. Elkhart, IN	\$26,100

Respectfully submitted,

Ryan Gower
 Ryan Hawkins
 Renee Smith

Department: Radiography.

Source of Funds: Perkins and Instructional Budget.

Rationale for Purchase: The proposal from Supertech, Inc. was the lowest responsible bidder in conformity with the bid specifications.

The "Advertisement for Bids" was placed in the The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Board Action: Trustee Gary Carter made a motion to approve the Bid Committee Report recommendation as presented. Student Trustee Sutton Dunn seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “District Finance” – The following District financial matters were presented

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2020.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2020, totaling \$487,320.06, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for October 2020, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara

Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chancellor’s Report” – Ryan Gower reviewed the report and trustees discussed items listed on the previously distributed report.

AGENDA #12 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, September 15, 2020.

AGENDA #14 – “Approval of Personnel Report” – Andrea McDowell presented the following amended Personnel Report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. James Brenneman, Interim Head Baseball Coach, FCC, effective October 23, 2020.

400.2. Special Assignment

A. Athletics

1. Nixie Hnetkovsky, Athletic Director, FCC, \$2,500, effective January 1, 2021.

400.3. Resignation Ratification

A. Faculty, Non-Bargaining Unit

1. Jayson Hoffman, Workforce Education Instructor, effective October 24, 2020

B. Professional Non-Faculty, Exempt

1. Christopher Brandon Benton, Head Baseball Coach, FCC, effective October 23, 2020.

400.4. Retirement Ratifications

A. Administrative

1. Vicky Bonelli, Director of the Learning Resource Center, LTC, effective January 1, 2021.
2. Merna Youngblood, Director of the Learning Resource Center, FCC, effective January 1, 2021.

B. Classified

1. Deanna Chrysler, Administrative Assistant to the President, LTC, effective December 1, 2020.

Addendum

400.3 Resignation Ratification

A. Classified

1. Scott Correll, Maintenance/Custodial, OCC, effective October 24, 2020.

Board Action to Approve Addendum to Personnel Report: Trustee Brenda Culver made a motion to approve an addendum to the Personnel Report as recommended. Trustee Al Henager seconded the motion and the Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion was adopted

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the Amended Personnel Report as recommended. Trustee Jan Ridgely seconded the motion and on a

recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely, Barbara Shimer. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion adopted, and the meeting was adjourned at 8:28 p.m.